

CONTRACT TERMS

Publimeios SA, with headquarters in Rua Sebastião Desta Vez, n. 55 - Luanda and Client referred in the back of this document, decided to celebrate the present contract, expressed in the document named "Ordem de Adjudicação", which rules and conditions are stated in following Clauses:

1st Clause (Object)

- 1.1- The object of the present contract is the exposition of printed media, by means of Outdoor Advertising in public spaces.
- 1.2- All services provided by Publimeios are fulfilled in regard of Contract Terms as written in this document and therefore all orders imply its full acceptance from the Customer.

2nd Clause (Obligations)

- 2.1- Publimeios is obliged to proceed to legalization and payment of all taxes due to local Government, for the exposition of advertising messages in public space, managed by the same, through the authorized support structures and the actual enforced rules and laws.
- 2.2- The number of messages to install, start and ending foreseen dates of exposure, formats and localizations are the ones expressed in this document, validated by clause 5.4 and could not be altered except by mutual agreement without prejudice of the content of the 5th Clause.
- 2.3- Publimeios is obliged to proceed to do mounting and maintenance of the advertising message supplied by the Customer, or produced by itself, or other company in the Group, without prejudice of the following articles.
- 2.4- The Customer is obliged to fulfill payments of supplied services for the values stated in the "Ordem de Adjudicação", in the conditions expressed in the 7th Clause.

3rd Clause

(Production and delivery of advertising messages)

- 3.1- The support for the advertising message must have the dimension for the contracted space and must be printed over PVC Vinyl or Canvas (Flex). It can be produced by Publimeios or supplied by the Customer and should respect the technical specifications to be indicated by our services. Printed supports should be in:
 - PVC Canvas printed with CMYK solvent inks with welded finishing and application of grommets with a distance of 50cm between them all around image perimeter;
 - PVC Vinyl auto-adhesive with minimum of 150 microns, printed with solvent inks.
- 3.2- All materials produced by Publimeios can be only produced after Customer's written approval.
- 3.3- Publimeios cannot be responsible for delays at mounting images due to delay in approval of artworks by the Customer.
- 3.4- Publimeios cannot be responsible for eventual errors that are not pointed in the final approved artwork proofs.
- 3.5- In case of any error indicated in the final proof and not corrected, as well as any modification to final artwork not requested by the Customer and claimed within a time frame and conditions stated in 8th Clause, Publimeios is committed to make new prints as fast as possible, without any costs for the Customer..
- 3.6- The term of validity of pro-forma invoices is 30 days, except if other indicated in the back.
- 3.7- In the case of materials supplied by the customer don't respect technical specifications shown in 3.1, Publimeios reserves its right to not install it, communicating immediately that fact and wait for its replacement.
- 3.8- Publimeios could not be responsible for defective mounting of the materials not produced by itself if it is a result of poor quality materials, wrong print processes, drying, cutting and finishing or inobservance of technical specifications.
- 3.9- The delays in the delivery of the advertising messages in its total or its part do not annulate or modify contractual obligations.

4th Clause

(Contents of Advertising Message)

- 4.1- Case the message is not produced by Publimeios, The Customer should supply a printed proof in paper, format A4, for legalization effects.
- 4.2- Publimeios reserves its right to approve the message, being able to refuse its application by mean of legal issues or other it may consider negative to its image.
- 4.3- Without prejudice of the above, the advertising message can only be installed after approval of Local Government.
- 4.4- In case that Publimeios is forced by competent authorities to remove or suspend messages already posted as consequente of its contents, the Customer must pay in full the value of the contract as well as compensate Publimeios for due losses, including fines, penalties or judicial costs.
- 4.5- Without prejudice of the above, Publimeios commits itself to substitute the removed message as soon as the Customer provides a new message and after being approved by competent local Government.
- 4.6- Any rights due for the use of the advertising message, namely from the author and correlatives, are from exclusive Customer responsibility.

5th Clause

(Conditions of Supplied Service and Terms)

- 5.1- Publimeios could not be responsible for anomalies, deficiencies or delays in provided services, when those situations are due to major force factors or any other extraordinary circumstances unpredictable and strangers to its will.
- 5.2- Without prejudice of the above, Publimeios commits itself, as fast as possible, to compensate the lost exposure days, in the same location or another similar, extending the ending date of the contract until reached the due days.
- 5.3- The term of validity of the Pro-forma invoice is 30 days, except if other term is expressed at the back.
- 5.4- Any order will be only validated after due payment according to conditions explained at 7th Clause cláusula, and customer signing of "Ordem de Adjudicação", where should be indicated all elements needed to the execution of the present contract.

6th Clause

(Costs)

- 6.1- Publimeios will charge for the contracted services established in the verse of this document.
- 2- It will be considered extra costs, invoiced separately:
 - 6.2.1- Requests of the Customer for a message to be substituted or completed beyond the contracted periods.
 - 6.2.2- Costs arising from special installations that demand extra time of workmanship.
 - 6.2.3- Costs originated by delay in delivery of the totality or part of the advertising material to install.

7th Clause

(Payment)

- 7.1- All payments to Publimeios should be made in the following terms, except if other are agreed and posted in the contract payment terms plan:
 - 7.1.1- 12 month contracts: 50% with sign of "Ordem de Adjudicação", 25% three month after posting messages, 25% six month after start of contract.
 - 7.1.2- 6 month contracts: 50% with sign of "Ordem de Adjudicação", 50% two month after posting
 - 7.1.3- 1 to 3 month contracts: 100% with sign of "Ordem de Adjudicação".
 - 7.1.4- Costs for production: 100% at final artwork proof approval/delivery..
 - 7.1.5- Extra costs: 100% advanced payment.
- 7.2- Case of non-payment within agreed terms and if it persists after one written interpellation to the Customer from Publimeios, this one reserves its right of removing the message after a term of 7 days. Without prejudice of the above, Customer should pay to Publimeios, beyond the totality of the debt, the corresponding interests of 15% of the due total, as penalty.
- 7.3- In the case of intermediation thru Advertising Agencies, The Agency and the Customer are solidary responsible for the payment due to Publimeios by force of this contract.

8th Clause

(Complaints and Devolution of Original Artworks)

- 8.1- Only will be considered written complaints in the term maximum of seven days after the message is posted.
- 8.2- All originals property of the Customer and delivered to Publimeios in order to create the artworks, should be required by the Customer at beginning of message postings, after that, Publimeios will be not longer responsible for their devolution.

9th Clause

(Renovation)

- 9.1- The Customer should inform Publimeios, by writing, if he wants or not to renew the contract 45 days before its term.

If the customer cancels the contract less than 30 days of its term, Publimeios reserves its right to invoice further 30 days of renting for the panels stated in the contract.

10th Clause

(Forum)

To solve any litigation due from the present contract, is agreed by the contractors, as exclusively competent, the forum of Luanda.